

Amendment 409

Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 409 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 5TH day of APRIL, 2018, by and between Vix Technology (USA) Inc (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for performing diagnosis and repair of Pierce Transit coach number 503. This work is performed per *CR-14387 PT On-Site Cradle Chip replacement for bus 503 v2.0*. As approved by Pierce Transit on April 2, 2018.
- C. The Parties agree that the Work necessary to perform this work will be compensated as follows.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Agreement

Section 1.0 Description of Work

1.1 The Contractor will send a Field Service Technician to Pierce Transit to troubleshoot and repair coach number 503

1.2. The troubleshooting effort will include at least one hour of onsite diagnosis and repair, and two hours of travel time.

Section 2.0 Schedule

2.1 The Contractor will be complete onsite work by April 8, 2018.

Section 3.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

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To perform onsite diagnosis and repair of Pierce Transit coach number 503	
TOTAL	\$304.41

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Four Hundred and Nine shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: 
Its: Regional CFO
Date: 4-4-18

The Agencies

By: 
Their: ORCA operations manager
On behalf of the Agencies
Date: 4/5/2018